

STATEMENT UNDER 37 CFR 3.73(b)

Applicant/Patent Owner: Thomas J. Jentsch

Application No./Patent No.: 10/622,377 Filed/Issue Date: July 18, 2003

Entitled: ANIMAL MODEL AND CELL-LINE EXPRESSING MODIFIED CHLORIDE CHANNEL

NeuroSearch A/S, a corporation
(Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest.
The extent (by percentage) of its ownership interest is _____ %

In the patent application/patent identified above by virtue of either:

- A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

OR

- B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: Thomas J. Jentsch To: Nordic Bioscience A/S
The document was recorded in the United States Patent and Trademark Office at Reel 014839, Frame 0493, or for which a copy thereof is attached.
2. From: Nordic Bioscience A/S To: Pharmos Bioscience A/S
The document was recorded in the United States Patent and Trademark Office at Reel 017210, Frame 0091, or for which a copy thereof is attached.
3. From: Pharmos Bioscience A/S To: Nordic Bioscience A/S
The document was recorded in the United States Patent and Trademark Office on February 19, 2008 and a copy thereof is attached.

☒ Additional documents in the chain of title are listed on a supplemental sheet.

☒ Copies of assignments or other documents in the chain of title are attached.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

MaryAnne Armstrong Signature

February 19, 2008 Date

MaryAnne Armstrong, PhD (Reg. No. 40,069)
Printed or Typed Name

703 205 8000
Telephone Number

Attorney representing Assignee
Title

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

4. From: <u>Nordic Bioscience A/S</u>	To: <u>Pharmos Bioscience A/S</u>
The document was recorded in the United States Patent and Trademark Office on	
<u>February 19, 2008</u> and a copy thereof is attached.	

Assignment Agreement

This Assignment Agreement is made on the 3 day of JANUARY 2008 by and between

Nordic Bioscience A/S, a corporation organised under the laws of the Kingdom of Denmark and having its principal place of business at Herlev Hovedgade 207, DK-2730 Herlev, Denmark (hereinafter called 'Nordic Bioscience')

And

NeuroSearch A/S, a corporation organised under the laws of the Kingdom of Denmark and having its principal place of business at 93 Pederstrupvej, DK-2750 Ballerup, Denmark (hereinafter called 'NeuroSearch')

WITNESSETH

Whereas NeuroSearch and Professor Jentsch entered into an agreement on 21st December 2001 (hereinafter called the 'Patent Agreement') regarding assignment and transfer of rights and ownership to NeuroSearch to the invention as described in patent application PCT/DK02/00038 regarding a test system for identifying the novel use of ion channels named CIC-3, CIC-4, CIC-6 and/or CIC-7 blockers for treating osteoporosis;

Whereas NeuroSearch assigned the benefit of the Patent Agreement on 25th October 2002 to Nordic Bioscience by an Assignment Agreement ancillary to a Collaboration and License Agreement of the same date (hereinafter called the 'C & L Agreement');

Whereas by clause 9.5 of the C & L Agreement, upon termination thereof Nordic Bioscience agreed to assign back to NeuroSearch the Patent Agreement;

Whereas said C & L Agreement was terminated by 90 days notice given to NeuroSearch by Nordic Bioscience on 6th September 2007;

Now therefore, in consideration of the mutual covenants and promises contained in the said C & L Agreement, Nordic Bioscience and NeuroSearch have agreed as follows:

Article 1

Nordic Bioscience hereby assigns and transfers all rights and obligations to the Patent Agreement, including rights and obligations to patent application PCT/DK02/00038 and all national phase applications derived therefrom as listed in Schedule 1 hereto.

Article 2

By signature of this agreement Nordic Bioscience and NeuroSearch hereby accept the rights and obligations as described above.

Schedule 1

Country	Application No.	Application Date
Europe	02715379.0	17/01/2002
Japan	2002-559678	17/01/2002
United States of America	10/622377	17/01/2002

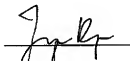
Date *January 3, 2008*

Nordic Bioscience A/S



Name of signatory

NeuroSearch A/S



Name of signatory

Position

Vice President

Position

Vice President

ASSIGNMENT

THIS ASSIGNMENT is made the 2 day of JANUARY 2005, 2008
BETWEEN

Pharmos Bioscience A/S, a Danish company of Herlev Hovedgade 207, DK-2730 Herlev, Denmark (hereinafter called the "Assignor" which expression where the context so requires shall include its successors in title) of the one part; and

Nordic Bioscience A/S, a Danish company of Herlev Hovedgade 207, DK-2730 Herlev, Denmark (hereinafter called the "Assignee" which expression where the context so requires shall include its successors in title) of the other part.

WHEREAS:

- A. The Assignor is currently the proprietor of the applications for Patents (hereinafter called the "Applications") and granted Patents (hereinafter called "the Patents") details of which are specified in the Schedule hereto in respect of inventions (hereinafter called "the Inventions") described and claimed therein following an assignment thereof from the Assignee to the Assignor dated 19th April 2005.
- B. The Assignor has agreed to assign back to the Assignee all right title and interest in the Inventions and the Applications and the Patents to include but not to be limited to such right title and interest as the Assignor may have:-
 - 1) in the Patents and to apply for and obtain a patent or patents or other similar forms of protection in respect of the Inventions through the Applications and through any further application or applications;
 - 2) to any patent or patents or other similar forms of protection granted in respect of the Inventions pursuant to the Applications or any further application or applications.
 - 3) to take proceedings and recover damages in respect of all infringements of the Patents or any patent or patents or other similar forms of protection granted in respect of the Inventions or pursuant to the Applications or any further application or applications

upon the terms and conditions hereinafter appearing.

NOW THIS ASSIGNMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED as follows:-

- 1. IN consideration of the sum of DK100 (One hundred Danish Kroner) now paid by the Assignee to the Assignor (the receipt of which the Assignor hereby acknowledges) the Assignor **HEREBY ASSIGNS** unto the Assignee:-
 - a) All its right and title to the interest in-
 - i) the Inventions and the full and exclusive benefit thereof;
 - ii) the Applications;
 - iii) the Patents
 - b) All its rights to apply for (including the right to make fresh or new applications) and obtain a patent or patents or other similar forms of protection whether in respect of any part or parts of the Inventions and whether pursuant to the Applications or otherwise;
 - c) Any patent or patents or other similar forms of protection granted in respect of the Inventions or pursuant to the Applications or any further application or applications;
 - d) The right to recover and take all such proceedings as may be necessary for the recovery of

damages or otherwise in respect of all infringements of any of the Patents or of the Applications, any patent or other similar forms of protection granted pursuant to the Applications or any further application or applications in respect of the Inventions whether committed before or after the date of this Assignment.

TO HOLD the same unto the Assignee absolutely

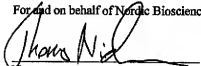
IN WITNESS the hands the duly authorised representatives of the of the Assignor and Assignee the day and year first above written.

SCHEDULE

Jurisdiction	Patent Number	Date of Filing
Denmark	136054	17/01/2002 (PCT)
France	136054	
Germany	60214673.9	
Switzerland	136054	
United Kingdom	136054	
	Application Number	
European Patent Office	02715379.0	17/01/2002 (PCT)
Japan	2002-559838	17/01/2002 (PCT)
Japan	2002-559678	17/01/2002 (PCT)
United States of America	10/623150	17/01/2002 (PCT)
United States of America	10/622377	17/01/2002 (PCT)

SIGNED BY

For and on behalf of Nordic Bioscience A/S

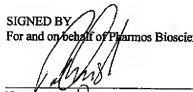


Name:

Status: CFO

SIGNED BY

For and on behalf of Pharmos Bioscience A/S



Name: Per A. Olesen

Status: CEO

12/31/03

Packet No.: 59572 (46865)

FORM PTO-1595 (Modified)
(Rev. 03-01)
OMB No. 0551-0027 (exp. 5/31/2002)
POBA/REV03

REC

01-05-2004

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings → → → ▼ ▼



To the Director of the United States Patent and

102638101

... or attached original documents or copy thereof.

1. Name of conveying party(ies):

Thomas JENTSCH

Additional names(s) of conveying party(ies)

☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Other

Execution Date: July 8, 2003

2. Name and address of receiving party(ies):

Name: Nordic Bioscience A/S

Address: Herlev Hovedgade 207

City: Herlev

State/Prov.:

Country: Denmark

ZIP: DK-2730

Additional name(s) & address(es)

☐ Yes ☒ No

4. Application number(s) or patent numbers(s):

If this document is being filed together with a new application, the execution date of the application is:

Patent Application No.

Filing date

B. Patent No.(s)

10/622,377

July 18, 2003

Additional numbers

☐ Yes ☒ No

OPR/FINANCE
JUL 31 PM 2:30

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Robert L. Buchanan

Registration No. 40,927

Address: EDWARDS & ANGELL, LLP

P. O. Box 9169

City: Boston

State/Prov.: MA

Country: USA

ZIP: 02209

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 3.41):.....\$ 40.00

☒ Enclosed - Any excess or insufficiency should be credited or debited to deposit account

☐ Authorized to be charged to deposit account

8. Deposit account number:

04-1105

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Robert L. Buchanan

Name of Person Signing

Signature

5

Date

Total number of pages including cover sheet, attachments, and

Mail documents to be recorded with required cover sheet information to:
Mail Stop Assignment Recordation Services
Director of the United States Patent and Trademark Office
P.O. Box 1450, Alexandria, VA 22313-1450

PATENT

REEL: 014839 FRAME: 0493

01/05/2004 LABELER 01 FEB 2004

UNITED STATES PATENT RIGHTS, OR
UNITED STATES PLUS ALL FOREIGN PATENT RIGHTS

ASSIGNMENT

Application No. 10/622,377Filed July 18, 2003Insert Name(s)
of Inventor(s)

[Given Name FAMILY NAME (ALL CAPS)]

WHEREAS, Thomas JENTSCH ;(hereinafter designated as the undersigned) has (have) invented certain new and useful improvements in
**TEST SYSTEM FOR THE DEVELOPMENT OF THERAPEUTIC AGENTS, IN PARTICULAR
ACTIVE COMPOUNDS FOR THE TREATMENT OF OSTEOPOROSIS**Insert Title
of Inventionfor which an application for Letter's Patent of the United States of America has been executed by the
undersigned (except in the case of a provisional application).Insert Date
of Signing of
Application

on _____; and

Insert Name
of AssigneeWHEREAS, NORDIC BIOSCIENCE A/SInsert Address
of Assigneeof Herlev Hovedgade 207, DK-2730 Herlev, Denmark,its heirs, successors, legal representatives and assigns (hereinafter designated as the Assignee) is
desirous of acquiring the entire right, title and interest in and to said invention and in and to any
Letters Patent(s) that may be granted therefor in the United States of America and
☐ in any foreign countries.CHECK BOX
IF APPROPRIATENOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) to the undersigned in hand
paid, the receipt of which is hereby acknowledged, and other good and valuable consideration, the
undersigned has (have) sold, assigned and transferred, and by these presents does sell, assign and
transfer unto said Assignee the full and exclusive right to the said invention in the United States of
America, its territories, dependencies and possessions and the entire right, title and interest in and to
any and all Letters Patent(s) which may be granted therefor in the United States of America, its
territories, dependencies and possessions, and if the box above is designated, in any and all foreign
countries;and to any and all divisions, reissues, continuations, conversions and extensions thereof for the full
term or terms for which the same may be granted.The preceding paragraph, however, does not invalidate the agreement concerning this patent made
between Thomas Jentsch and Neurosearch and that was transferred subsequently to Nordic
Bioscience, and the rights of Thomas Jentsch according to that agreement will be fully maintained.

The undersigned agree(s) to execute all papers necessary in connection with this application and any continuing, divisional, conversion or reissue applications thereof and also to execute separate assignments in connection with such applications as the Assignee may deem necessary or expedient.

The undersigned agree (s) to execute all papers necessary in connection with any interference which may be declared concerning this application or continuation, division, conversion or reissue thereof or Letter Patent(s) or reissue patent issued thereon and to cooperate with the Assignee in every way possible in obtaining and producing evidence and proceeding with such interference.

The undersigned agree(s) to execute all papers and documents and to perform any act which may be necessary in connection with claims or provisions of the International Convention for the Protection of Industrial Property or similar agreements.

The undersigned agree(s) to perform all affirmative acts which may be necessary to obtain a grant of a valid United States of America patent(s) or a grant of a valid United States of America and any foreign patent(s) to the Assignee and to vest all rights therein hereby conveyed to said Assignee as fully and entirely as the same would have been held by the undersigned if this Assignment and sale had not been made.

The undersigned hereby authorize(s) and request(s) the Patent and Trademark Office Officials in the United States of America and in any foreign countries to issue any and all Letters Patents resulting from said application or any continuing, divisional conversion or reissue applications thereof to the said Assignee, as Assignee of the entire interest, and hereby covenants that he has (they have) the full right to convey the entire interest herein assigned, and that he has (they have) not executed, and will not execute, any agreement in conflict herewith.

As stated above, the present assignment does not invalidate in any way the previous agreement concerning this patent made between Thomas Jentsch and Neurosearch which was transferred subsequently to Nordie Bioscience and the rights of Thomas Jentsch according to that agreement will be fully maintained.

In witness whereof, executed by the undersigned on the date(s) opposite the undersigned name(s).

Date <u>July 8, 2003</u>	Name of Inventor <u>Thomas Jentsch</u> (signature) Thomas JENTSCH
Date _____	Name of Inventor _____ (signature)
Date _____	Name of Inventor _____ (signature)
Date _____	Name of Inventor _____ (signature)
Date _____	Name of Inventor _____ (signature)
Date _____	Name of Inventor _____ (signature)

Form FTO-1595 (Rev. 07/05)
OMB No. 0651-0027 (exp. 6/30/2008)U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET

PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Nordic Bioscience A/S

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s): 4/19/05

- ☒ Assignment ☐ Merger ☐ Change of Name
☐ Security Agreement ☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: Pharmos Bioscience A/S

Internal Address: _____

Street Address: _____

Herlev Hovogade 207, DK-2730

City: Herlev

State: _____

Country: Denmark Zip: _____

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

A. Patent Application No.(s)

10/622,377

☐ This document is being filed together with a new application.

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Gregory B. Butler, Ph.D.
EDWARDS ANGELL PALMER & DODGE
LLP

Internal Address: Atty. Dkt.: 69572(46865)

Street Address: P.O. Box 55874

City: Boston

State: MA Zip: 02205

Phone Number: (617) 439-4444

Fax Number: (617) 439-4170

Email Address: GButler@eapdlaw.com

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

- ☐ Authorized to be charged by credit card
☒ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting fee)

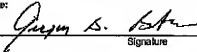
8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 04-1105

Authorized User Name Gregory B. Butler, Ph.D.

9. Signature:



Signature

January 24, 2006

Date

Gregory B. Butler, Ph.D. - 34,656

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

3

I hereby certify that it is correspondence to be filed with the Patent and Trademark Office, transmittal no. (571) 273-0140, on the date shown below.

Dated: January 24, 2006

Signature:  (Eileen M. Woodbury)

ASSIGNMENT

THIS ASSIGNMENT is made the 19 day of APRIL 2005,
BETWEEN

Nordie Biosciences A/S, a Danish company of Herlev Hovedgade 207, DK-2730 Herlev, Denmark (hereinafter called the "Assignor" which expression where the context so requires shall include its successors in title) of the one part; and

Pharmos Bioscience A/S, a Danish company of Herlev Hovedgade 207, DK-2730 Herlev, Denmark (hereinafter called the "Assignee" which expression where the context so requires shall include its successors in title) of the other part,

WHEREAS:

- A. The Assignor has made applications for Patents (hereinafter called "the Applications") details of which are specified in the Schedule hereto in respect of inventions (hereinafter called "the Inventions") described and claimed therein.
- B. The Assignor has agreed to assign to the Assignee all right title and interest in the Inventions and the Applications to include but not to be limited to such right title and interest as the Assignor may have:-
- 1) in the Applications and to apply for and obtain a Patent or Patents or other similar forms of protection in respect of the Inventions through the Applications or any further application or applications;
 - 2) to any Patent or Patents or other similar forms of protection granted in respect of the Inventions pursuant to the Applications or any further application or applications.
 - 3) to take proceedings and recover damages in respect of all infringements of any Patent or Patents or other similar forms of protection granted in respect of the Inventions or pursuant to the Applications or any further application or applications

upon the terms and conditions hereinafter appearing.

NOW THIS ASSIGNMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED as follows:-

1. IN consideration of the sum of DK100 (One hundred Danish Kroner) now paid by the Assignee to the Assignor (the receipt of which the Assignor hereby acknowledges) the Assignor HEREBY ASSIGNS unto the Assignee:-
 - a) All its right and title to the interest in:-
 - i) the Inventions and the full and exclusive benefit thereof
 - ii) the Applications;
 - b) All its rights to apply for (including the right to make fresh or new applications) and obtain a Patent or Patents or other similar forms of protection whether in respect of any part or parts of the Inventions and whether pursuant to the Applications or otherwise;
 - c) Any Patent or Patents or other similar forms of protection granted in respect of the Inventions or pursuant to the Applications or any further application or applications;
 - d) The right to recover and take all such proceedings as may be necessary for the recovery of damages or otherwise in respect of all infringements of any Patent or Patents or other similar forms of protection granted pursuant to the Applications or any further application or applications in respect of the Inventions whether committed before or after the date of this

Assignment.

TO HOLD the same unto the Assignee absolutely

IN WITNESS the hands the duly authorised representatives of the of the Assignor and Assignee the day and year first above written.

SCHEDULE

Jurisdiction	Application Number	Date of Filing
European Patent Office	02715378.2	17/01/2002 (PCT)
European Patent Office	02715379.0	17/01/2002 (PCT)
Japan	2002-559838	17/01/2002 (PCT)
Japan	2002-559678	17/01/2002 (PCT)
United States of America	10/623150	17/01/2002 (PCT)
United States of America	10/622377	17/01/2002 (PCT)

SIGNED BY

For and on behalf of Nektar Bioscience A/S

Name: Per QvistStatus: Vice President

SIGNED BY

For and on behalf of Pharmos Bioscience A/S

Name: Jesper JørgensenStatus: Director